

How to Use the Public Safety Equipment, Supplies, Services and Repairs Statewide Contract

Contract #: FIR04 Contract Duration: 1/1/15 to 12/31/16

MMARS #: FIR04* Options to renew: with options to renew through 12/31/20

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Last change date: 2/18/15

Contract Summary

This contract covers a large variety of Public Safety Equipment, Supplies, Services and Repairs which are available from a broad variety of authorized dealers representing various manufacturers. There are five (5) categories available:

Cat #	Category Name
1	Fire Equipment & Supplies
2	EMS Equipment & Supplies
3	Police Equipment & Supplies
4	Marine Equipment & Supplies
5	Services & Repairs

The contract provides the following commodities, services and maintenance within the following categories:

➤ **Fire Equipment & Supplies**

Turnout gear, station work uniform, forestry clothing, self-contained breathing apparatus (SCBA), water applications, power tools, hand tools, specialty equipment (i.e. municipal fire alarm equipment and signaling, receiving and cabling and emergency vehicle lighting) and not limited to the items identified. (Excluding Vehicles).

➤ **EMS Equipment & Supplies**

Any equipment used from first responding EMT paramedic level, excluding vehicles.

➤ **Police Equipment & Supplies**

Night vision binoculars, breathalyzers, visibility clothing, firearms lockers, patrol car recording devices, gloves, knee pads, helmets, handcuffs, tactical mirrors, vehicle emergency lights, sirens, etc. and not limited to the items identified above. (Excluding Body Armor Vest, lethal and less than lethal munitions and excluding vehicles)

➤ **Marine Equipment & Supplies**

Equipment and supplies for the Maritime Incident Response Teams for port security, incident response, water training events, etc. Dry suits, multi-threat suits, personal floatation devices (PFDs), emergency position indicator radio beacons (EPIRBs), dry bags, marine ropes, re-breather apparatus, marine communication equipment, waterproof night vision cameras, marine locator equipment and not limited to the items identified. (Excluding Boats)

➤ **Repairs and Services**

Services and/or repairs of any or all of the items listed above.

PLEASE NOTE: The items identified below cannot be purchased under the FIR04 Public Safety Equipment, Supplies, Services and Repairs statewide contract, the Commonwealth currently has specific statewide contracts in place that cover the purchase of these commodities and/or services and they are as follows:

- LAW09 Firearms, Ammunitions, Related Training Products, Services Accessories and Less than Lethal Munitions
- LAW14 Body Armor Vests
- VEH83 – Vehicles (excluding fire trucks) Vehicles

Any users interested in obtaining any of the above mentioned please reference the identified contract numbers in COMMBUYS for detail contract information.

Benefits and Cost Savings

- The statewide contract covers a broad array of public safety equipment, parts & services available through various authorized dealers of listed manufacturers.

Competitive Pricing – The Strategic Sourcing Services Team (SSST) has awarded the contract to those contractors who provided the most competitive discounts for the manufacturers being offered. Additional discounts are available, such as prompt pay discount, volume purchase discounts and or dock delivery discounts. Complete award information for awarded contractors is located in COMMBUYS

<https://www.commbuys.com/bsa/advsearch/buyerAdvancedSearch.sdo> please see instruction below for how to obtain the contract information in COMMBUYS.

- **Selection of EPP Equipment** – The contract provides equipment that represents environmentally preferable products wherever possible. Such Equipment may use alternative fuel (e.g. compressed natural gas), offer an opportunity for reduced fuel usage, or provide other environmental benefits.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions

02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing and Purchase Options

Purchase Options: Purchases made through this contract will be direct, outright purchases.

Pricing and buying details: All contract manufacturers' pricing/discounts listed MUST remain firm through 12/31/16 for all listed contractors. Users may obtain manufacturer's price list by references contractor's attachments in COMMBUYS or by directly contacting the contractor.

Quotes: Departments are required to solicit at least three (3) quotes through the requisition process in COMMBUYS from contractors listed to determine which contractor can provide the best value for the equipment being purchased. All that is required is that departments contact the three (3) contractors through requisition process in COMMBUYS for quotes; you are not required to receive responses from all three (3) contacted contractors.

Returned Goods Policy: Contract users must not accept the delivery of any product that is visibly damaged. Product must be inspected upon receipt of delivery. If a product fails inspection by the receiving facility, the product must be rejected and the contractor(s) must replace the product immediately at no additional expense to the facility.

Additional Information

Product Specifications - All products through the contract must meet the latest regulatory guidelines and any amendments therein in the areas of Fire/EMS, Police, Rescue Equipment and Supplies as promulgated under, but not limited to OSHA, NFPA, UL and ASTM.

User departments may request contractors to provide a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L Ch. 111F, SS8,9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. Copies of these regulations may be obtained at the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA 02113 (617 727 2831).

Performance Bond – User Departments may request and require contractors to furnish a performance and/or labor and materials bond, in a form and with surety satisfactory to the

end user for those orders in the amount of \$100,000 or more. The contractor(s) shall be responsible for the cost of the bond(s).

Adding/Removing Products - The SSST reserves the right to add products on an as needed basis despite their initial exclusion. Contractors must obtain authorization from OSD in order to add a product to the contract award. The products should comply with the specifications and scope/description established in the original Request for Response (RFR) and the contractor must supply all supporting information and research available to the SSST for consideration. A written recommendation may also be submitted to the SSST from an eligible contract user requesting that specific brands and/or manufacturers' products be added to the contract. *NO PRODUCTS MAY BE ADDED WITHOUT APPROVAL OF THE SSST AND SSSL.*

Special Offers – Contractors MUST extend manufacturer's special offers such as but not limited to: rebates, special promotional programs, manufacturing, distribution and/or raw materials. Percent off discounts do not include any special manufacturer educational discounts. If applicable, discounts should be made available and identified to the procuring Departments.

Warranty/Repairs and Services - To maintain operational performance during the warranty period the contractor(s) shall be responsible for providing a loaner equal to the purchased item, until it is replaced or returned in satisfactory condition, in circumstances where the item is contingent to the buying Department's operation. The contractor will further agree to replace the same, at no cost to the buying Department for labor or materials, if said item fails to meet said specifications within one year after installation. If, after three (3) service calls for the same fault, the item cannot be returned to full operations, then the item will be replaced by the contractor at no cost to the buying Department. The buying Department shall **NOT** be responsible at any time during the warranty period for pickup and delivery. **UPON EXPIRATION OF THE WARRANTY PERIOD ARRANGEMENTS BETWEEN CONTRACTOR AND THE BUYING DEPARTMENT WILL PREVAIL.**

Technical Assistance - Throughout the life of the contract, contractors will be responsible, upon request, to provide on-site technical assistance or training for any item contained within the scope of the contract, for 90 days or as needed from the date of receipt of goods.

Inspection and examination - Contractors may be required during the life of the contract to provide samples within ten (10) calendar days to the requesting Department for inspection of quality, construction, and or design, etc. Samples will be returned to contractors by requesting department upon the completion of the evaluation. ***All samples will be provided at no charge to the Commonwealth.***

Delivery - All quotations shall be FOB destination. The term FOB destination shall mean delivered and unloaded to all the Commonwealth Departments, cities, towns and/or Political Subdivisions within the Commonwealth of Massachusetts, with all charges for transportation and unloading prepaid by the contractor(s).

The contractor(s) must deliver goods to the Department requesting the goods within 30 days after receipt of order (A.R.O.). Items delivered after 30 business days may be deemed unacceptable and returned to the contractor at no cost to the Commonwealth. Delivery arrangements for custom-made items may be made by mutual agreement between purchasing Department and contractor(s). **FAILURE TO DELIVER ON TIME MAY RESULT IN TERMINATION OF CONTRACT**

Trade-in - Contractors that agree to accept trade-ins must negotiate in good faith with Departments trade in value at the time of trade-in. Contractors awarded a contract **MUST** accept Fire/EMS Police, Equipment, etc. trade-ins **that are an equal of the product being purchased.**

Where vehicles do not fall under the scope and/or description of the FIR03 statewide contract any type of vehicles (i.e. cars, cruisers, trucks, etc.) **ARE EXCLUDED** from being used as a trade in allowance by any eligible entity using this statewide contract. Vehicles may not be accepted as trade-ins from any eligible entity using this statewide contract to purchase and obtain any commodities or services.

Product Liability - All items must be covered by a Manufacturer's product liability insurance.

Fuel surcharge provisions - Contractors cannot charge any additional fuel surcharges on any order received from eligible entities under this statewide contract. Department will NOT be required to pay any addition fuel surcharges upon receipt of contractors invoicing.

Full Performance Requirements and Specifications

The "Performance Requirements and Specification" provides detailed specifications and performance requirements that each contractor must comply with under this statewide contract. Please reference this document to ensure compliance when obtaining equipment, parts or services from contractors. These specifications are located under the "Attachment" tab of COMMBUYS <https://www.commbuys.com/bs0/advsearch/buyerAdvancedSearch.sdo>.

Vendor List and Contract information

For full statewide contracts details please click on the PO identified for the vendor listed. This link should provide the entire detailed information as it relates to each contractors award information.

<u>Contract/Blankets #</u>	<u>Vendor Name</u>	<u>MMARS Vendor Code #</u>	<u>MMARS Vendor Line</u>
PO-15-1080-OSD03-OSD03-00000003163	Adamson Industries Corp.	VC6000179003	1
PO-15-1080-OSD01-OSD10-00000003254	All Sports - Heroes Uniforms, Sporting Goods & Promotions	VC6000161432	28
PO-15-1080-OSD03-OSD03-00000003151	All-Comm Technologies, Inc.	VC6000174957	2
PO-15-1080-OSD03-OSD03-00000003135	American Fire Equipment Co., Inc.	VC6000159915	19

PO-15-1080-OSD03-OSD03-00000003158	Apollo Safety Inc	VC6000181012	29
PO-15-1080-OSD03-OSD03-00000003128	Atlantic Tactical, Inc.	VC0000731250	20
PO-15-1080-OSD03-OSD03-00000003165	B & B Engineering/LW Bills	VC6000174957	3
PO-15-1080-OSD03-OSD03-00000003157	Bergeron Protective Clothing	VC0000525976	4
PO-15-1080-OSD03-OSD03-00000003126	Body Armor Outlet, LLC	Pending VC #	
PO-15-1080-OSD03-OSD03-00000003153	Brigham Industries, Inc.	VC6000248327	5
PO-15-1080-OSD03-OSD03-00000003147	C & S Specialty, Inc	VC6000197200	21
PO-15-1080-OSD01-OSD10-00000003255	Capone Communications	VC0000764980	36
PO-15-1080-OSD03-OSD03-00000003162	Central Equipment Co.	VC6000064682	30
PO-15-1080-OSD03-OSD03-00000003141	Colonial Ford-DBA Colonial Municipal Group	VC7000073972	6
PO-15-1080-OSD03-OSD03-00000003131	Common Cents EMS Supply, LLC	VC0000765271	42
PO-15-1080-OSD03-OSD03-00000003149	Comtronics Corporation	VC6000176000	7
PO-15-1080-OSD03-OSD03-00000003150	Cyber Communications Inc.	VC6000197827	8
PO-15-1080-OSD03-OSD03-00000003145	Doughboy Police and Fire Supply	VC6000178232	22
PO-15-1080-OSD03-OSD03-00000003159	Easton Electronics Inc	VC6000169989	23
PO-15-1080-OSD03-OSD03-00000003161	FDSS, LLC	VC0000526593	9
PO-15-1080-OSD03-OSD03-00000003166	Fire Equipment, Inc.	VC6000156589	11
PO-15-1080-OSD03-OSD03-00000003155	Fire Tech and Safety of New England	VC6000007163	12
PO-15-1080-OSD03-OSD03-00000003132	FIREMATIC SUPPLY, INC.	VC6000210474	24
PO-15-1080-OSD03-OSD03-00000003144	Fisher Scientific	VC6000229734	33
PO-15-1080-OSD03-OSD03-00000003129	Galls	VC0000458460	31
PO-15-1080-OSD03-OSD03-00000003134	Goosetown Enterprises, Inc.	VC0000732803	18
PO-15-1080-OSD03-OSD03-00000003164	Harrison Shrader Enterprises, LLC	Pending VC #	
PO-15-1080-OSD03-OSD03-00000003146	Industrial Protection Services	VC6000164653	10
PO-15-1080-OSD03-OSD03-00000003136	Keane Fire & Safety Equipment Co., Inc.	VC6000162709	25
PO-15-1080-OSD03-OSD03-00000003139	Marcus Communications	VC0000764973	37
PO-15-1080-OSD03-OSD03-00000003143	MHQ /Natick Auto	VC6000158713	13
PO-15-1080-OSD03-OSD03-00000003156	Morning Pride Manufacturing LLC dba Honeywell First Responder Products	VC6000236014	34
PO-15-1080-OSD03-OSD03-00000003154	Northeast Rescue Systems Inc.	VC6000185170	14
PO-15-1080-OSD01-OSD10-00000003221	Northeast Two Way Radio Corp.	VC6000159774	15

PO-15-1080-OSD03-OSD03-00000003137	PURVIS Systems Incorporated	Pending VC #	
PO-15-1080-OSD01-OSD10-00000003220	R.B. Allen Co., Inc.	VC6000062332	26
PO-15-1080-OSD03-OSD03-00000003130	Radio Solutions Inc	VC0000508058	39
PO-15-1080-OSD03-OSD03-00000003148	Safety Inc.	VC6000173554	16
PO-15-1080-OSD03-OSD03-00000003142	StationSmarts, LLC	VC0000765269	41
PO-15-1080-OSD03-OSD03-00000003140	Sunvalley fire equipment	VC6000176925	40
PO-15-1080-OSD03-OSD03-00000003160	United Divers, Inc.	VC6000161432	27
PO-15-1080-OSD03-OSD03-00000003127	Witmer Public Safety Group, Inc	VC0000582735	35
PO-15-1080-OSD03-OSD03-00000003152	ZOLL Medical Corporation	VC6000166805	17
PO-15-1080-OSD01-OSD10-00000003470	Conversion Vendor – Use this PO when obtaining at least three (3) quotes – all vendors are listed under “Distributors” tab	n/a	

PLEASE NOTE: Vendors with **Pending VC #** numbers will be updated as soon as possible when their vendor code becomes available.

Strategic Sourcing Services Team Members

Julie Walrath	Dept. of Fire Services
Michele Hebert	Dept. of Fire Services
Nancy Fitzgerald	Dept. of Fire Services

Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a zero line item catalog in COMMBUYS

There are 43 vendors on this contract and each vendor has been assigned a unique Master Blanket Purchase Order (MBPO). Vendor price lists are located in the attachments tab on each Master Blanket Purchase Order.

Each vendor has been awarded by categories which will read as follows: (see example below):

1. Fire Equipment as specified
2. Fire Supplies as specified
3. Related Services & Repairs as specified

The descriptions for all other categories will apply per category awarded as the example.

How to use this contract in COMMBUYS

Contract Structure

There are currently 43 vendors on this contract and each vendor has been assigned a unique Master Blanket Purchase Order (MBPO). Vendor price lists are located in the attachments tab on

each Master Blanket Purchase Order. This contract has been set up as a Distributor Model MBPO for quotes and a Single Vendor MBPO in COMMBUYS.

On the Distributor Model MBPO, there is one general category line item for all vendors, for the full range of Public Safety Equipment, Supplies, Services and Repairs offered. Pricing can be obtained directly from the vendor based on the equipment, part and service and entered into this general category line item for ordering. On the Single Vendor MBPO, each vendor has a zero line item catalog.

Each vendor has any or all of the following five (5) catalog lines available depending on the vendors awarded category:

Cat #	Category Name
1	Fire Equipment & Supplies
2	EMS Equipment & Supplies
3	Police Equipment & Supplies
4	Marine Equipment & Supplies
5	Services & Repair

How to place an order using the Distributor Model MBPO

1. Start with a New Requisition, on the General Tab, Fill in all required information and **make sure** to check off the Solicitation Enabled check box.
2. Within the requisition, Click on the Items tab, click 'Search Items'; then click the plus sign next to Advanced Search to do an advanced search. Use FIR04 in the *Description* field; or enter the MBPO number in the *Contract / PO#* field, or in the *Item Description* field search "Public Safety Equipment, Supplies, Services and Repairs"
3. Once item is added to the requisition, COMMBUYS will bring you to the Items tab and have an error message saying that the line item needs to have a value greater than 0. Click on **Enter Info** under the **Catalog Price/ Unit Cost** and enter in the **estimated cost**. This can be hidden from the bid before sending it to the vendors.
4. Next click on the Distributor tab and select the vendors you want to solicit quotes from.
5. Attach your Statement of Work and any other pertinent documents in the Attachment tab, making sure to check the box that says Show to Vendor.
6. The Reminders tab can be used for internal reminders.
7. Review the Summary Tab, and then Submit for Approval.
8. Once Approved, the Requisition will turn into a bid ready for purchasing, once it is in this status, you will need to click Convert to Bid.
9. Once it is converted to a bid, you will go through the tabs and enter in the required information. On the Items tab you can delete the cost that was previously entered on the requisition so no estimated cost shows to the vendor, or if you leave the previously entered cost this will show to the vendor as an estimated cost.
10. Once everything is reviewed, it is then submitted for approval and sent to the vendors.
11. The vendors will then do a walk through as specified in the SOW and submit their response through COMMBUYS and the bid can then be awarded.

How to place an order using the Single Vendor MBPO

Once a quote is obtained and selected the ordering process is as follows:

1. Initiate a new requisition
2. Search for an item in the description (Use FIR04 or category list above for searching)
3. Select the vendor you will be placing an order with
4. Select the appropriate category catalog line item
5. Enter the unit price and total price
6. Attach the vendor quote
7. Submit for approval